

**Request for Proposals (RFP)
#562-9522**

For

Development of the

**401 NW 6th Street
Project Site**

City of Fort Lauderdale

**Community Redevelopment Agency
(CRA)
for the Northwest-Progresso-Flagler Heights Area
(NPF-CRA)**

June 12, 2006

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AVAILABLE UPON REQUEST (TECHNICAL INFORMATION PACKAGE)

- Community Redevelopment Area Plan
- HUD Regulations under 24 CRA Part 570 (CDBG Program)
- Existing Environmental Assessments
- Existing Soil Boring Test
- CRA Incentive Programs Details/Applications

**INVITATION TO SUBMIT PROPOSALS
FOR THE
DEVELOPMENT OF REAL PROPERTY
[401 NW Sixth Street]**

GENERAL INFORMATION, INTENT AND REDEVELOPMENT GOALS

The Fort Lauderdale Community Redevelopment Agency (the "CRA") does hereby invite proposals Pursuant of Chapter 163.380 Florida Statutes, from developers, affected property owners or any other persons interested in purchasing and undertaking the development of a site within the Northwest-Progresso-Flagler-Heights Community Redevelopment Area (NPF-CRA) pursuant to the community redevelopment plan, The property referred to herein as the "Project Area" is on Sistrunk Boulevard in the City of Fort Lauderdale at 401 NW Sixth Street, and is legally described as follows:

Legal Description: Lots 21,22,23 and Lot 24, Less road right-of-way, Block 323 of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida. Said land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida. Folio # 494234077130

A general location map of the Project Site is attached is as **Exhibit A** and a survey of the Project Site is attached as **Exhibit B**.

The Project Site consists of vacant land that was assembled by the Fort Lauderdale Community Redevelopment Agency (CRA) for disposition and development. The four-platted lots, which comprise the property, were purchased by the CRA in June 2000. The site is approximately 11,745 square feet (.2696 acres) and is Zoned CB (Community Business). Proposals shall be in compliance with and further the purposes of the Northwest-Progresso-Flagler Heights Community Redevelopment Plan (the "NPF-CRA Plan") for the Area in which the Project Area is located. Copies of the Plan and any additional information may be obtained from or reviewed at the office of the CRA.

The intent of the CRA is to collaborate with private sector business, property owners, developers and others to expand the investment opportunities that implement the NPF-CRA Plan and promotes the welfare of the residents, employees, property and business owners and other stakeholders within the CRA by encouraging development opportunities that expand the tax base, create jobs, enhance the urban design and add to the quality of life in the area. The fundamental goal is to position Sistrunk Boulevard as a mixed-use, neighborhood commercial destination of a quality that not only serves the needs of the adjacent resident population, but also is attractive to the downtown employment base and those who the visit the area. Redeveloped sites should help reinvigorate the once vibrant Sistrunk Boulevard corridor, highlighting it's historical heritage, adding new compatible uses that help create an identifiable sense of place as it fosters housing and/or employment opportunities, improves access, increases

the availability to goods and services, and helps create an environment that will attract other private investment capital.

The CRA is seeking proposals that demonstrate creativity addressing neighborhood compatibility, street frontage, pedestrian activity, quality design and quality materials in construction.

INFORMATION ABOUT THE CRA

The Fort Lauderdale Community Redevelopment Agency (CRA) for the Northwest-Progress-Flagler Heights Area was created in April of 1989 pursuant to Chapter 163, Part III, Florida Statutes. The Agency exists as a distinct legal entity governed by a Board of Directors for the purpose of eliminating slum and blighted conditions within proscribed geographic boundaries. The Board of Directors is the City Commission of the City of Fort Lauderdale.

On November 7, 1995, by Resolution 95-170, the Fort Lauderdale City Commission adopted the Northwest-Progresso-Flagler Heights Community Redevelopment Plan for the Northwest-Progresso-Flagler Heights Area. This area is located between Sunrise Boulevard on the north, Broward Boulevard on the south, the City corporate limits line on the west, and Federal Highway on the east, except for the portion lying south of NE 4th Street and east of Andrews Avenue between Broward Boulevard and Federal Highway. A copy of the Plan is available upon request. A NPF-CRA Advisory Board consisting of residents and professionals that engage in business in the area was created to advise the CRA Board regarding implementation of the NPF-CRA Plan.

The CRA is empowered through the Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions. It has certain powers including the power to buy, sell, hold or dispose of property, and has the power to issue redevelopment bonds and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities.

DEADLINE FOR SUBMITTAL OF PROPOSALS

Proposals must be submitted no later than 2:00 PM on July 12, 2006 to:

**City of Fort Lauderdale Community Redevelopment Agency (CRA)
c/o The City of Fort Lauderdale Procurement Department
100 North Andrews Avenue 6th Floor
Fort Lauderdale, Florida 33301**

SUBMISSION REQUIREMENTS

Submission must include one (1) signed Original Proposal and **twenty-five (25)** copies, including all attachments in a sealed envelope or package and marked:

RFP #562-9522 - 401 NW 6th Street Proposal

At that time and location, all submittals will be publicly opened and recorded.

Respondents shall submit the following along with their proposals:

1. Name, address and federal tax identification number (if applicable).
2. Description of the principal business and activities of the firm. Include the number of years the firm has been in operation and any other names under which it operated.
3. Background, experience and qualifications of key staff and principals.
4. Copy of firm's articles of incorporation.
5. References from vendors and/or companies currently doing business with your firm.
6. Proposed partnership/ownership and management structure of the proposed project with equity positions.
7. Narrative Description of the proposed project.
8. Proposed site plan layout, elevations, floor plans and illustrative rendering of the project. Copies of existing Environmental Assessments and Soil Boring Tests are available upon Request.
9. Demonstrated Proof of Financial Capacity: Demonstrated proof of Financial Capacity requires an indication of the financial position of the Proposer for the past three year including annual income statements prepared by an independent, licensed CPA, or for a newly formed entity, current income statements prepared by an independent CPA for all principals covering the past three years. Additional information may include financial references, including the name of the bank, financial institution or individual used as a reference and their address and phone number.
10. Proposed Financing Plan: The Proposed Financing Plan should describe all proposed sources of financing, probable conditions, equity injections, credit enhancement, department coverage ratios and return on investment. It should be supported by a financial proforma which includes detailed development cost and source and use statement identifying all hard and soft cost, land cost, cost of construction, projected income, debt service, square foot cost and proposer's profit, a cash flow statement over a period of ten years including all assumptions, showing income, expenses, net operating income, debt service and cash flow, funding commitments letters where obtained, type of security for completion of the development, guarantees and bonding capacity, public subsidies and incentives requested, major

- tenant commitments provided on their letter head and signed by a representative who is authorized to contractually bind the tenant.
11. State the proposed purchase offer for the Project Site and terms of purchase (if applicable).
 12. Identify the proposed schedule for the purchase and development of Project Site. The Proposer's timetable for development must be realistic, justifiable and supportable for the type of redevelopment proposed. It is the desire of the CRA to have the project completed without delays and in a timely manner.
 13. Narrative Marketing Plan describing the proposed strategy to achieve economic viability.
 14. Proposed initiatives to provide employment opportunities to local residents (if applicable) .
 15. Letters of Intent from prospective tenants (if available).
 16. A summary of the economic impacts of the development project.
 17. A summary of how the project will achieve community development objectives for job creation and/or affordable housing. The Project Site was purchased with \$145,000 in Federal Community Development Block Grant (CDBG) funds. The CDBG Program requires that projects meet the federal CDBG program objectives. The National objective reported to HUD for this project is to provide benefit to Low and Moderate income persons. This may be achieved through job creation and/or affordable housing, or the Proposer must be willing to repay the City's CDBG Program the greater of the Fair Market Value of the property or the amount of CDBG funds used to purchase the property to remove the CDBG program requirements. A summary of CDBG Requirements is attached as **Exhibit C**. A copy of the federal requirements as related to CDBG Program under 24 CFR Part 570 is available upon request. A copy of an independent fee appraisal secured by the CRA performed by Bondarenko is attached as **Exhibit D**.
 18. Timetable for development. Indicate the major milestones and activities that will take place from acquisition to completion.
 19. Names and addresses of consultants that you plan to use for the project.
 20. Proposal Signature Page.

SITE AND DESIGN PREFERENCES/ ALTERNATIVES*

Parking and access: On-site parking in the rear of the property is preferred. Access to the site must be provided via NW 4th Avenue. No curb cuts will be permitted on NW 6th St. (Sistrunk Blvd.)

Site and architectural features: Along Sistrunk Boulevard, a 10'-12' arcaded or shaded setback at the first level may be incorporated into the project. Shaded setbacks could be provided via canopies or through the use of shade trees. Other design alternatives may include a corner element; use of miscellaneous decorative elements; ground-

floor transparency; articulation of towers and arcades; appropriate window and door proportions; well designated point of entry and/or; appropriately scaled signage. Recommended building height is 2-4 stories. Heights greater than 4 stories must demonstrate how project does not negatively impact on street and neighborhood character. On-site sidewalk will coordinate with proposed public streetscape sidewalk design.

Building character: Style alternatives include Afro-centric, Tropical Vernacular/Caribbean; Mediterranean; or Contemporary.

Uses: Retail uses are preferred on the first floor; office or residential uses preferred on the second floor; and residential uses preferred above the second floor. Residential uses on the Project Site are currently only permitted under the existing zoning as a conditional use. Please refer to the City of Fort Lauderdale Unified Land Development Regulations for clarification.

Right of Way (ROW) /Easement Requirement: Additional ROW and/or easements are required along NW 4th Avenue and NW 6th Street (Sistrunk Blvd.). A five (5) foot sidewalk easement along NW 4th Avenue and a twelve (12) foot corner clip at the intersection of NW 4th Ave. and NW 6th Street is required. The easement and corner clip dedication must be reflected on the Proposal. These easements are for the purpose of expanding the sidewalk to accommodate future Sistrunk Boulevard improvements.

* Please refer to City of Fort Lauderdale Unified Land Development Regulations for specific requirements.

IF PROPOSERS SUBMIT A PROPOSAL WHICH LIMITS THE SALE PRICE OF A DWELLING UNIT, PLEASE INDICATE IF THIS IS A FIXED PRICE TO BE USED TO EVALUATE THE BENEFITS OF A PROJECT OR AN ESTIMATED MARKET RATE THAT WILL BE FLEXIBLE BASED ON MARKET RATES. IF IT IS TO BE FIXED, A RESTRICTIVE COVENANT SHALL BE RECORDED AND PLEASE INDICATE THE LENGTH OF TIME THE PROPOSER WILL AGREE TO FIX THE SALES PRICE.

THE CRA IS PRESENTLY IN THE PROCESS OF DEVELOPING URBAN DESIGN GUIDELINES FOR THE SISTRUNK BOULEVARD CORRIDOR. PROPOSALS SHALL DEMONSTRATE TYPICAL URBAN DESIGN PRACTICES. IF PROJECT DOES NOT ADHERE TO THE ZONING AND OTHER REGULATORY REQUIREMENTS FOR THE PROPOSED PROPERTY, THE SUBMITTAL MUST PROVIDE A RECOMMENDED PROCEDURE AND TIME LINE AS TO HOW ALL-REGULATORY REQUIREMENTS WILL BE MET TO BRING THE PROPOSAL INTO COMPLIANCE.

PRIOR TO SUBMITTAL OF THE PROPOSED PROJECT PROPOSAL, THE APPLICANT MAY VISIT THE CITY'S BUILDING DEPARTMENT AND REQUEST A PRELIMINARY REVIEW. CRA STAFF WILL PROVIDE GUIDANCE ON THIS PROCEDURE.

Proposers that do not submit the requested submittals may be deemed non-responsive.

SELECTION AND AWARD

Step 1. Staff and Evaluation Committee Review

An Evaluation Committee subject to Florida Statute 286.011 ("Sunshine Laws") will be established who will receive, screen and evaluate the proposals. This review group may consist of between five to ten selected NPF-CRA Advisory Board members, other stakeholders and/or community representatives along with City and CRA staff. A RFP Evaluation Committee, approved by the CRA Board will evaluate and rank the proposals based on the Evaluation Criteria established in this RFP and present their finding to the NPF-CRA Advisory Board and CRA Board. The group will receive all proposals and evaluate them according to the evaluation criteria identified in this RFP. Proposers that have satisfied the submission requirements by the required 30 day submission deadline may be asked to submit additional information if requested by the evaluation committee. The group may request oral presentations from Proposers for the purpose of clarifying any questions arising from its review of written proposals. The group will recommend a ranking of such proposals to the NPF-CRA Advisory Board as it deems to be in the public interest and in furtherance of the purposes of the Community Redevelopment Plan for the NPF-CRA and that meets the redevelopment goals of the project. All meeting will be posted in advance and are open to all interested parties. All proposal submissions and material become the property of the CRA public record and shall not be returned.

Step 2. CRA for the NPF Advisory Board Review and Selection

The NPF-CRA Advisory Board may request an oral presentation from Proposers and pass on the recommendation of the Evaluation Committee. Staff will then bring the recommendations of the Evaluation Committee to the CRA Board for their review and approval.

Step 3. CRA Board Review and Selection

The CRA Board may request an oral presentation from Proposers and approve, disapprove or re-rank the recommendations provided by the Evaluation Committee. The Proposer of the top ranked proposal so selected by the CRA Board will have the right to negotiate directly with the Executive Director of the CRA or designee for the purpose of conveying the property and entering into a

Development Agreement with the CRA. The CRA reserves the right to rank proposals and negotiate with the top ranked Proposer and terminate negotiations and then negotiate with the next ranked Proposer if satisfactory progress toward an agreement is not being achieved. The CRA Board also reserves the right to reject all proposals.

The selected developer will be required to work with the CRA to refine the proposed project to comply with the Sistrunk Boulevard redevelopment efforts. The selected developer will be required to negotiate and enter into a development agreement with the CRA that may include, but not be limited to restrictions on use and structures, conditions for conveyance of property by the CRA, insurance, indemnification, guarantees for completion of project and other conditions that are in the best interest of the public and the CRA.

The proposed development may not be exempt from ad valorem (property) taxes. Developers whose uses may be considered by the Broward County Property Appraiser to have a tax exempt status, will be required to enter into an agreement with the CRA to pay the CRA for general City services rendered.

EVALUATION CRITERIA

The Evaluation Committee and staff will use the following weighted criteria in evaluating proposals and making their recommendation to the NPF-CRA Advisory Board and the CRA Board.

- 1. Development Proposal 25%** -The proposed redevelopment and uses support the redevelopment intent and goals of the CRA.

The proposed redevelopment and uses will be ranked to determine the extent to which it satisfies the redevelopment goals and intent for the Project Area, is in the public interest and furthers the purposes of the Community Redevelopment Plan for the Area.

- 2. Developer Evaluation 25%** - The Proposer's experience, qualifications, ability to carry out the project and financial capacity to undertake the project.

Both the Proposer and the Proposer's Development Team including, key personnel responsible for project and participants including architects, engineers, planners and other involved, have completed similar developments and/or have significant technical expertise in the type of project proposed. The Proposer has a past record of successful projects and an excellent industry reputation in both development and management of projects. The Developer has provided proof that the project is financially feasible. The Developer must provide proof of financial capacity and a proposed financing plan that is verifiable and acceptable to the CRA.

3. **Project Aesthetics 25%** - The Project provides a dynamic, high quality, aesthetically pleasing development that greatly enhances the Sistrunk Boulevard corridor.

Provides a high quality development, which significantly enhances the Sistrunk Boulevard Corridor, follows CRA site and design preferences and demonstrates typical urban design practices.

4. **Project Impacts 25%** - The Proposal generates positive and sustained economic and other impacts on the Area.

Provides a return of the public investment in the Project Area, including the property acquisition cost, generates increased tax increment and other revenues to the CRA, may provide for job creation/training and/or opportunities for high quality housing choices, requires a minimum amount of public contribution by the City or CRA, contributes to the area by being a potential catalyst for additional quality development in the area and can be accomplished within a reasonable period of time so that the benefits of the project can be realized in a timely manner.

DESIRED TIMETABLE FOR DEVELOPMENT

It is the CRA's desire to negotiate and enter into a development agreement and conveyance of property with the top ranked Proposer within three (3) months from date of ranking and approval by the CRA Board. It is assumed that all pre-development approvals including platting, rezoning (if needed), site and development plan and permitting for the commencement of the development will occur within six (6) months from contract award. While the actual time may vary depending on the specific requirements unique to the project, it is assumed that the development will be fully completed within two years or less after contract award.

SUBMISSION AND SELECTION SCHEDULE

The following is a schedule for the submission of proposals and general time frames for negotiating and entering into a Development Agreement, which will be established by the CRA. **These dates are preliminary only and subject to change.**

• RFP Notification Published*	06-07-06
• Submissions Due (by 4:00 PM)	07-07-06
• Evaluation Committee Review and Request Additional Information (if needed)	07-21-06
• Evaluation Committee Oral Presentations And Ranking	07-28-06
• CRA Advisory Board Review	TBD
• CRA Board Review and Ranking	TBD
• Conveyance and Development Agreement Negotiations	TBD

* 30-Day notification is required by Florida Statute 163.380(3) for the sale and/or conveyance of real property owned by the CRA.

EXHIBITS TO THE RFP

The following Exhibits are part of the RFP:

- **Exhibit A:** Location Maps of Project Area
- **Exhibit B:** Survey of Project Area
- **Exhibit C:** CDBG Requirements Summary
- **Exhibit D:** Appraisal Report
- **Exhibit E:** CRA Incentive Programs Summary
- **Exhibit F:** Terms and Conditions
- **Exhibit G:** Table of Dimensional Requirements (City of Fort Lauderdale ULDR)
- **Exhibit H:** Proposal Signature Page

ADDITIONAL INFORMATION AVAILABLE UPON REQUEST:

The CRA has available a Technical Information Package in order to assist Proposers in their familiarization and certain background studies and plans, zoning, land and HUD regulations. The Technical information Package consists of the following:

- **NPF Community Redevelopment Area Plan**
- **HUD Regulations under 24 CRA Part 570 (CDBG Program)**
- **Existing Environmental Assessments**
- **Existing Soil Boring Test**
- **CRA Incentive Programs Details/Applications**

The information contained in the supplemental Technical Information Packager is not a part of the RFP and the CRA makes no representation concerning their completeness or accuracy. Proposers may, however, find the package information useful in helping them formulate their proposal information in general as they may specifically apply to a redevelopment project and proposed development programs. Nevertheless, Proposers shall satisfy themselves through personal investigation, and by such means as they may deem necessary or desirable, of the conditions affecting the redevelopment site, a proposed development program and cost thereof, and requirements of any and all federal,

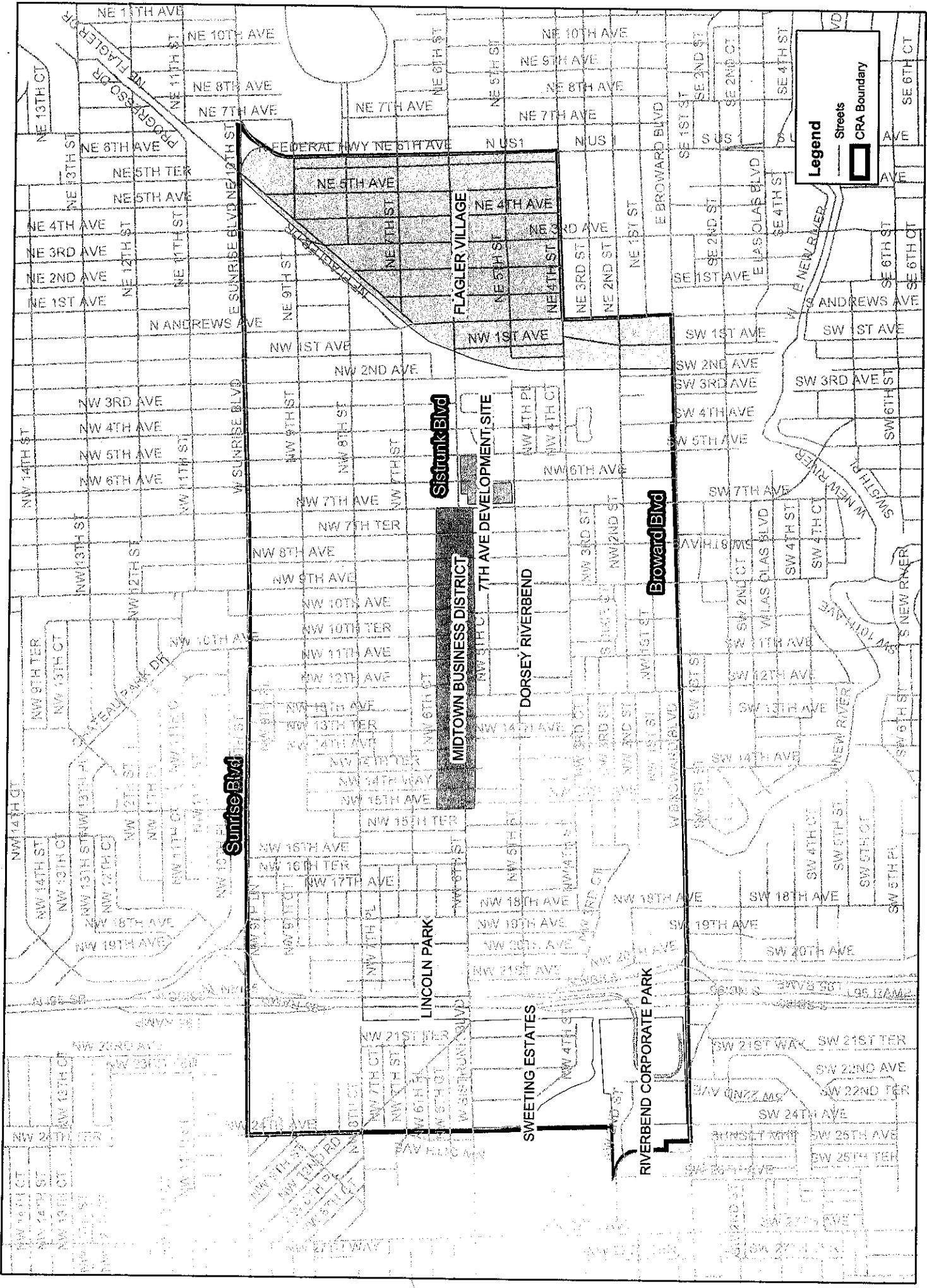
state and local laws. No information derived from any part of the Technical Information Package, discussions with any City or CRA representatives, or other information shall relieve the Proposer from any risk or from fulfilling the terms of this RFP.

The cost of the Technical Documents Package is \$20.00 and they may be purchased or reviewed at the City's Procurement Office at 100 North Andrews Avenue, 6th Floor, Fort Lauderdale, Florida 33301

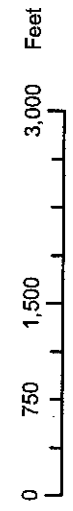
RFP #562-9522: Invitation to submit proposals for the development of vacant property located at 401 NW 6th Street, Fort Lauderdale, Florida.

EXHIBIT A



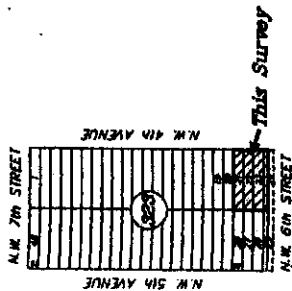


City of Fort Lauderdale:
2006 CRA Project Areas



TOPOGRAPHIC SURVEY

**Lots 21, 22, 23 and Lot 24
Block 323, of PROGRESSO
Plat Book 2, Page 18, D.C.R.
City of Fort Lauderdale
Broward County, Florida**



BLOCK PLAN
(NOT TO SCALE)

LEGAL DESCRIPTION:

Lots 21, 22, 23 and Lot 24, Less road right-of-way, Block 323, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida.

Sold land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 111,745 square feet or 0.2596 acres more or less.

NOZZES

1. Elevation shown refers to National Geodetic Vertical Datum (1929), and are indicated thus: "
2. Reference Bench Mark: P.M. Nail at E. End, Top of Curb at E. Cor. of N.W. 1/4 American Land Co. Street E. 6.229
3. This property lies Flood Zone "A-C" Base Elevation is 8.0' per Flood Insurance Rate Map No. 1207122181 S. Community No. 125105, Dated 8/18/92, Indian Map Section 10/2/92.
4. Legal Description does not differ from Title Ownership
5. Underground Improvements, if any, not located.
6. This survey reflects all easements and rights-of-way on which the subject property is located and owned. The subject property is not obstructed for other easements, road easements or rights-of-way of record by Metairieville.

Certified to:
Fort Lauderdale Community
Redevelopment Agency

CERTIFICATION

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61C17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 27th day of June, 2002.

McLAUGHLIN-ENGINEERING CO.

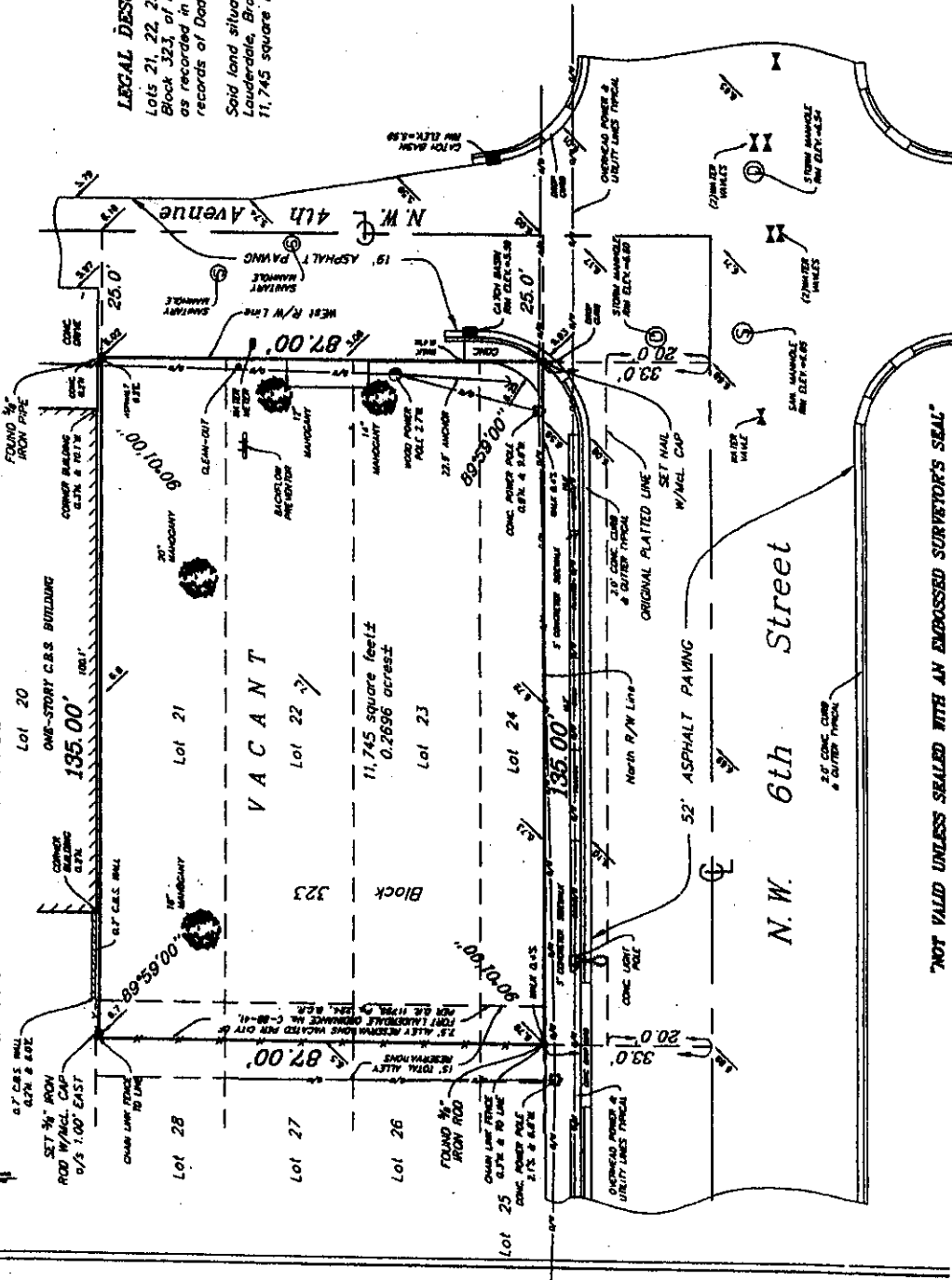
Jerald A. McLaughlin
Register &
15



• Indicates Marker
Scale 1" = 20'

CR1557

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"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL."

REDUCED COPY
NOT TO SCALE

EXHIBIT B

EXHIBIT C

CDBG PROGRAM REQUIREMENTS SUMMARY

The City and the Developer acknowledge that the Property was assembled with Community Development Block Grant (CDBG) Funds and the disposition of the Property is governed by applicable U.S. Housing and Urban Development Regulations. Development of the property must achieve a National Objective of the CDBG Program. The CDBG National Objective for which the property was assembled is benefit to low and moderate income persons. This can be achieved through Housing Activities and/or Job Creation or Retention Activities under 24 CFR 570.208 and 570.483. Projects that provide for mixed use containing both commercial and residential uses must satisfy both the housing and job creation or retention requirements.

Low- and Moderate -Income Household or Person means a household or a person or family whose income, adjusted for family size, is equal to or less than 80% of the area's median income by family size as determined from time to time for the City by the US Department of Housing and Urban Development (HUD). A copy of the current income limits by family size is attached to this Exhibit C.

24 CFR 570.208 (3) Housing Activities

- (3) **Housing Activities** An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low and moderate income households.

Low and Moderate Income Beneficiaries The Developer acknowledges and agrees that for rental developments, at least fifty one percent (51%) of units constructed by bedroom size at the Project shall be occupied by Low and Moderate Income Households or Persons for the full term of the covenants to be placed on the property in conjunction with conveyance of the site. Occupancy by Low and Moderate Income Persons shall be at an "Affordable Rent".

"Affordable Rent" for lower income set aside units can not exceed thirty percent (30%) of the adjusted gross income for the maximum targeted income level by household size that set aside units are committed to serve.

"Affordable Rent" is defined as shelter rent and therefore does not need to include provisions for utility allowance, provided utilities included in rent are reasonable and customary for comparable developments.

The Developer acknowledges and agrees that for-sale developments, as many as one hundred percent (100%) of the units by bedroom size shall be sold to and occupied by Low and Moderate Income Households or Persons at an affordable price not to exceed \$195,000. Purchase Assistance of up to \$50,000 may be available from the City's SHIP Program for Home Program qualified applicants. Funding is dependent on availability.

24 CFR § 570.208 (4) Job Creation Or Retention Activities

(4) **Job Creation or Retention Activities.** An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, this activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person;
or

(B) The job can reasonably be expected to run over the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turning over.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

(1) Meets the requirements of paragraph (a) (4) (v) of this section; or

(2) Has at least 70 percent of its residents who are low- and moderate-income persons; or

- (B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a) (4) (v) of this section and the job under consideration is to be located within that census tract.

24 CFR § 570.506(5)

(5) For each activity determined to benefit low and moderate-income persons based on the creation of jobs, the recipient shall provide the documentation described in either paragraph (b)(5)(i) or (ii) of this section.

(i) Where the recipient chooses to document that at least 51 percent of the jobs will be available to low and moderate-income persons, documentation for each assisted business shall include:

(A) A copy of a written agreement containing

(1) A commitment by the business that it will make at least 51 percent of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

(2) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs require special skills or education, and which jobs are part-time, if any; and

(3) A description of actions to be taken by the recipient and business to ensure that low and moderate income persons receive first consideration for those jobs; and

(B) A listing by job title of the permanent jobs filled, and which jobs of those were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low and moderate income persons were interviewed for a particular job; and which low and moderate-income persons were hired.

(ii) Where the recipient chooses to document that at least 51 percent of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

(A) A copy of a written agreement containing:

(1) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

(2) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any;

(B) A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

(C) For each such low and moderate income persons hired, the size and annual income of the person's family prior to the person being hired for the job.

(6) For each activity determined to benefit low and moderate-income persons based on the retention of jobs:

(i) Evidence that in the absence of CDBG assistance jobs would be lost;

(ii) For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

(iii) For each retained job claimed to be held by a low and moderate-income person, information on the size and annual income of the persons' family;

(iv) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph (b) (5) of this section; and

(v) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

(7) For purposes of documenting, pursuant to paragraph (b)(5)(i)(B), (b)(5)(ii)(C), (b)(6)(iii) or (b)(6)(v) of this section, that the person for whom a job was either filled by or made available to a low-or moderate-income person based upon the census tract where the person resides or in which the business is located, the recipient, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and

general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR §570.208(a)(4)(v), as applicable.

Low and Moderate Income Beneficiaries The Developer acknowledges and agrees that not less than one (1) job involving the employment of Low and Moderate Income Persons shall be provided per \$35,000 in CDBG funds expended toward the property.

Other CDBG Program Requirements

The CDBG Program requires compliance with the following laws and Executive Orders:

- Public Law 88-352, which is title VI of the civil Rights Act (42 U.S.C. 2000d et seq), and implementing regulations in 24 CFR Part 1. This law states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development.
- Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, it is required that the CRA administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.
- Executive Order 10063, as amended by Executive Order 12259 (#CFR, 1959-1963 comp., p. 652; 3 CFR, 1870 comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and hereinafter referred to as Act, requires that no person in the United States shall on the ground of race, color, religion, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act.

Specific discriminatory actions prohibited and corrective actions required are defined in 24 CFR 570.602(b).

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation act of 1973 (29 U.S.C. 794 shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. Regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146 and the regulations implementing Section 504 are contained in 24 CFR Part 8.

- Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the act. In accordance with Section

110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C., 327 et seq) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 apply to the use of volunteers.

- Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965., p. 339; 3 CFR, 1966-1970 comp., p. 684; 3 CFR, 1966-1970 comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR part 60.
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135. A copy of the City's Procedures and Requirements for Section 3 is on file with the City of Fort Lauderdale Housing and Community Development Division.
- The Federal Regulations at 24 CFR Part 5, General HUD Program Requirements, as applicable.
- The Federal Regulations at 24 CFR Part 84, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
- The Federal Regulations at 24 CFR 570.611, Conflict of Interest. In the procurement of supplies, equipment, construction, and services by the City/CRA, the conflict of interest provisions in 24 CFR 84.42 shall apply.

No employee, officer, or agent of the CRA shall participate in the selection, award, or administration of a contract supported by CDBG funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. The requirements apply for such persons during their tenure and for a period of one year after leaving the organization. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses or other private entities for all eligible activities at 24 CFR 570.201-204; and provision of loans to individuals, businesses, and other private entities.

Additional information on these requirements and other CDBG program requirements are provided as follows:

- **Compliance With Federal Certifications.** Developer is aware of the Certifications given by City as set forth in HUD Form 7068 (6-78) entitled A Certifications, which was executed by City in connection with its Community Development Block Grant Application. Developer agrees to comply with such Certifications to the extent required by law.
- **Compliance With Section 3 Clause.** To the extent required by law, the Developer shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U, and all applicable HUD rules and regulations issued pursuant thereto in 24 CFR Part 135, and any additional HUD rules and orders issued there under. As particularly specified in 24 CFR Part 135.20(h), the Developer shall also cause to be incorporated in any contract or subcontracts for construction work financed in whole or in part with direct Federal financial assistance under this Agreement, the following provision to the extent applicable:

A(a) During the performance of this contract, the contractor agrees as follows: The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U. Section 3 requires that to the greatest extent feasible, opportunities for training and employment shall be given lower income residents of the project area and contracts for work in connection with the project shall be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

A(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

A(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

A(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Contractor will not subcontract with any subcontractors where it has notice or knowledge that the latter has been found

in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

A(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and order of the Department issued there under prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135."

- **Compliance With Equal Employment Opportunity.** To the extent required by law, the Developer shall comply with the requirements set forth below regarding compliance with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

(a) With regard to activities and contracts not subject to Executive Order 11246, as amended, Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Developer shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Developer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Developer shall incorporate the foregoing requirements of this subparagraph (a) in all contracts for program work, except contracts governed by subparagraph (b) of this section, and will require all contractors to incorporate such requirements in all contracts or subcontracts for program work.

(b) With regard to contracts that are subject to Executive Order 11246, as amended by Executive Orders 11375 and 12086, such contracts shall be subject to implementing regulations at 41 CFR Chapter 60 applicable to HUD-assisted construction contracts. The Developer shall cause or require to be inserted in full in any non-exempt contract and subcontract construction work, or any modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under the Agreement, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contracts, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and with all relevant rules, regulations, and orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to his or its books, records, and accounts by the Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the aforementioned rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of Federally-assisted construction contracts.

"(7) The contractor will include the provisions of paragraphs 1 through 7 above in every subcontract or purchase order executed by the contractor unless exempted by any applicable rule, regulation or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such

provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter such litigation to protect the interest of the United States."

In addition, in accordance with current HUD Notices, all such contracts and applicable subcontracts for construction work financed in whole or in part with Federal financial assistance shall state, to the extent required by law, the goals for minority and female participation, expressed in percentage terms for the contractors' aggregate work force in each trade on all work located within Broward County.

The Developer further agrees that it shall be bound by the above equal opportunity clause to the extent required by law with respect to its own employment practices when it participates in Federally-assisted construction work.

The CRA/City and the Developer agree that they will assist and cooperate actively with the Secretary of the U.S. Department of Housing and Urban Development and the Secretary of the U.S. Department of Labor in obtaining the compliance of contractors and subcontractors with the above equal opportunity clause, if applicable, and all applicable rules, regulations and orders of the Secretary of the U.S. Department of Labor in obtaining and compiling such other information as may be required for the supervision of such compliance; City and Developer shall also assist the Secretary of the U.S. Department of Housing and Urban Development in the discharge of its primary responsibility for securing compliance with such clauses, rules, regulations and orders.

The CRA/City and Developer further agree that they will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended by Executive Orders 11375 and 12086, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts and will carry out such sanctions and penalties for violation of the above set forth equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of the U.S. Department of Housing and Urban Development or the Secretary of the U.S. Department of Labor pursuant to Part II, Subpart D of the aforementioned Executive Order. In addition, City and Developer agree that if they fail or refuse to comply with any covenants or undertakings on their part to be performed, the Department may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to City or Developer or both under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from City or Developer or both; and refer the case to the U.S. Department of Justice for appropriate legal proceedings.

- **Compliance With Equal Opportunity In Housing.** The Developer shall comply with the provisions of Executive Order 11063, as amended by Executive Order 12259, and HUD implementing regulations described at 24 CFR Part 107, which prohibits discrimination in the rehabilitation, construction, or operation of housing and related facilities because of race, color, creed, or national origin as described below:

(a) As such discrimination is prohibited in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are:

- (1) Owned or operated by the Federal Government, or
- (2) Provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government, or
- (3) Provided in whole or in part by loans hereafter insured guaranteed, or otherwise secured by the credit of the Federal Government, or
- (4) Provided by the development or the redevelopment of real property purchased, leased, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into.

(b) Such discrimination is also prohibited in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans hereafter insured or guaranteed by the Federal Government.

- **Compliance With Flood Disaster Protection Act.** The Developer shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

As specifically applicable, any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be notwithstanding the fact that the construction on such land is not itself funded with Federal financial assistance.

- **Extent of Applicability of Compliance With Air and Water Acts.** To the extent required by law, this Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
- **Extent of Applicability of Lead-Based Paint Hazards.** To the extent required by law, the construction of residential structures is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. The construction or rehabilitation of residential property structures through any federal financial assistance provided shall be made subject to the provisions for the elimination or preventive use of lead-based paint hazards under Subpart B of said regulations to the extent required there under, and the Developer shall be responsible for all compliance requirements and certifications required under Section 35.14(1) thereof.
- **Extent of Applicability of Federal Labor Standards.** The Developer shall comply with the requirements of the Davis-Bacon Act, as amended, 40 U.S.C. 276a - 276a5, (as supplemented by 29 CFR Part 5, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by 29 CFR Part 5, and the Copeland Anti-Kickback Act, 40 U.S.C. 276c, as supplemented by 29 CFR Part 3,) only in the event that construction work performed under, is in connection with, the Agreement is funded in whole or in part by Federal financial assistance.

In such event, CRA/City and Developer and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair or any building or work financed in whole or in part with Federal Financial assistance provided under the Agreement shall comply with HUD requirements pertaining to contracts and the applicable requirement of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, however, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City or Developer of their obligations, if any, to require payment of such higher rates. The City and Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

No award of a contract subject to these requirements shall be made to any contractor who is at the time ineligible under any applicable regulation of the Department of Labor to receive an award of the same.

- **Extent of Applicability of Architectural Barriers Act.** The Developer shall comply with the requirements of the Architectural Barriers Act of 1968 only in the

event that construction work performed under the Agreement is funded in whole or in part by Federal financial assistance.

In compliance with said regulations, the Developer shall, when applicable and to the extent required by law, cause or require the following requirements to be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with any Federal financial assistance provided under the Agreement:

- (a) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (b) An agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857c-8, and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- (c) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (d) An agreement that the contractor will include, or cause to be included, the criteria and requirements of paragraphs (A) through (D) of this section of the Agreement, in every non-exempt subcontract and that the contractor will take such action as the Government may direct as a means of enforcing such criteria and requirements.

To the extent applicable, in no event shall any amount of Federal financial assistance provided under the Agreement, if any, be utilized with respect to a facility which has been found in violation of Section 113(c)(a) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- **Section 504 of the Rehabilitation Act of 1973 as amended, and the Fair Housing Act.** The Developer shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973 as amended with implementing regulations outlined in 24 CFR Part 8 and the Fair Housing Act Amendments of 1988, which provides in part that unlawful discrimination includes failure to design and construct multi-family dwellings in accordance with certain accessibility requirements.
- **Nondiscrimination Under Title VI of the Civil Rights Act of 1964.** The Developer shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided by the Federal Government, the Developer shall cause or require a covenant running with the

land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and further providing that CRA, City, Developer and the United States are beneficiaries of and entitled to enforce such covenant. The Developer in undertaking its obligation in carrying out the redevelopment program connected with the Agreement agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

- **Nondiscrimination Under Section 109 of the Housing and Community Development Act of 1974.** The Developer shall comply with the requirements of Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto at 24 CFR 570.601, which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.
- **Nondiscrimination Under Section 504 of the Rehabilitation Act of 1973, as Amended.** To the extent required by law, the Developer shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual in the United States shall solely by reason of his/her handicap be excluded from the participation in, be denied the benefits of, or be discriminated against under, any program or activity receiving Federal financial assistance.
- **Nondiscrimination Under the Age Discrimination Act of 1975, As Amended.** To the extent required by law, the Developer shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- **Prohibition of Interest of Certain Federal Officials.** No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of the Project or to any benefit arising from the same. Developer shall incorporate, or cause to be incorporated, in any and all contracts and subcontracts arising out of or in connection with this Project, a provision prohibiting such interest pursuant to the mandates of this section.

- **Prohibition of Interest of Members, Officers, or Employees of City, Member of Local Governing Body, or Other Public Official.** No member, officer, employee, designee or agent of the City, no member of the governing body of the locality in which the program is situated, and no other public official of such locality for localities who exercised any functions or responsibilities with respect to the subject matter of the Agreement during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Developer shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the mandates of this section.
- **Prohibition Against Payments of Bonus or Commission.** In the event that any Federal financial assistance is provided under, or in connection with this Project, such assistance shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees for bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
- **Record Retention.** Records pertaining to this Project shall be retained by Developer for five (5) years from ending date of City's fiscal year (October 1 through September 30) in which this Agreement is executed and/or all matters related to this Agreement have been completed, whichever is later. However, records that are subject to financial or compliance findings shall be retained for a minimum of three (3) years in the manner prescribed above or until such findings have been resolved, whichever is later.
- **Governmental Access to Records.** The Developer shall at any time during normal business hours and as often as City and/or applicable Federal grantee agencies, including but not limited to the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, may deem necessary, make available any books, documents, papers, and records of Developer which are directly pertinent to this Project, for the purpose of making audit, examination, excerpts and transcripts.

H.U.D. Record Keeping Responsibilities. The Developer further acknowledges and understands that the CRA/City requires timely program and performance compliance reports on the Project to meet its record keeping responsibilities to

HUD. The following reports shall be provided in conjunction with implementation of HUD Programs. Other reporting may be required by HUD.

- **Contract and Subcontract Activity Report.** A written contract and subcontract activity report shall be provided to the City/CRA by the Developer within five (5) working days of March 31st and December 31st for each City fiscal year that construction is in progress. This report shall be presented on a form approved by the City/CRA. Said form shall be, as determined by the City/CRA, in basic accord with the record keeping requirements and instructions for HUD Form-2516. Except that the City/CRA requires information for all contracts and subcontracts equal to or exceeding \$25,000.00, the data requirements for this report shall include: amount of contract, type of trade, business race/ethnicity code, contractor/subcontractor employer number, and contractor/subcontractor name and address. The Developer shall transmit this report to City/CRA that summarizes for the reporting period: the aggregate number and dollar amount of contracts and subcontracts awarded, and the break down on the number, percent, and dollar amount awarded to minority business enterprises and to women business enterprises.
- **Employment and Workforce Utilization.** A written employment utilization report for the Developer, its contractors and subcontractors shall be provided to the City/CRA by the Developer within five (5) working days of March 31st and December 31st for each City/CRA fiscal year that construction is in progress. This report shall be presented on a form approved by the City/CRA. Said form shall be, as determined by the City/CRA, in basic accord with the record keeping requirements and instructions for EEOC Form cc-257.
- **Equal Opportunity and Property Management Report.** A written equal opportunity and property management report shall be provided to the City/CRA by Developer by November 15th of each City/CRA fiscal year for three years from the date of project completion and initial occupancy. This report shall be presented in forms or in a format approved by the City/CRA. This report shall include: (1) the actions taken and results achieved to affirmatively further fair housing in accordance with the record keeping requirements and instructions for HUD Form 4949.6; and (2) the advertising and special outreach efforts taken to affirmatively market the availability of the units.
- **Direct Beneficiaries Reports.** A written direct beneficiary report shall be provided by the Developer to the City/CAR by November 15th for each succeeding City/CRA fiscal year and for three years from the date of project completion and initial occupancy. This report shall be presented on a form approved by the City/CRA. Said form, as determined by the City/CRA, and shall be in basic accord with HUD forms.

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CITY OF FORT LAUDERDALE

FAMILY SIZE

MAXIMUM HOUSEHOLD INCOME

(Includes Child Support, Workers Comp, Social Security, SSD)

1	\$33,700
2	\$38,550
3	\$43,350
4	\$48,150
5	\$52,000
6	\$55,850
7	\$59,700
8	\$63,550

LAND APPRAISAL REPORT

File No City 701

Borrower **Ft. Lauderdale Cmnty Rede. AG** Census Tract **417.000 - 3** Map Reference **49 42 34**
 Property Address **401 NW 6th Street** Total Assessed Value: **\$92,610** (AMENDED REPORT)
 City **Ft. Lauderdale** County **Broward** State **FL** Zip Code **33311**
 Legal Description **Progresso 2-18 D, Lots 21, 22, 23, 24 less Rd R/W, Block 323**
 Sale Price \$ **n/a** Date of Sale **n/a** Loan Term **n/a** yrs Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
 Actual Real Estate Taxes \$ **-0-** (yr.) Loan charges to be paid by seller **n/a** Other sales concessions **n/a**
 Lender/Cliet **"Northwest/Progresso/Flagler Heights Cmnty Re** Address **101 NE Third Ave., Suite 300, Ft. Lauderdale, FL 33301**
 Occupant **Vacant site** Appraiser **Henry R Bondarenko** Instructions to Appraiser **Market Value**

Location ☒ Urban ☐ Suburban ☒ Rural
 Built Up ☒ Over 75% ☐ 25% to 75% ☒ Under 25%
 Growth Rate ☒ Fully Dev ☐ Rapid ☐ Steady ☐ Slow
 Property Values ☐ Increasing ☒ Stable ☐ Declining
 Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply
 Marketing Time ☐ Under 3 Mos. ☐ 4-6 Mos. ☒ Over 6 Mos.
 Present **60** % 1 Family **5** % 2-4 Family **15** % Apts. **10** % Condo **10** % Commercial
 Land Use **10** % Industrial **%** Vacant
 Change in Present Land Use ☒ Not Likely ☐ Likely ☐ Taking Place
 Predominant Occupancy ☒ Owner ☐ Tenant **%** Vacant
 Single Family Price Range \$ **40,000** to \$ **125,000** Predominant Value \$ **\$100,000**
 Single Family Age **20** yrs to **50** yrs Predominant Age **45** yrs
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) **SEE ADDENDUM**

Dimensions **87' x 135'** **11,745** ☒ Corner Lot
 Zoning Classification **CB, Community Business** Present Improvements ☐ Do ☐ Do Not Conform to Zoning Regulations
 Highest and Best Use: ☒ Present Use ☐ Other (specify) **Present use is as a business site, it is a vacant site.**
 Public ☒ Other (Describe) **OFF SITE IMPROVEMENTS**
 Elec. ☒ Street Address: ☒ Public ☐ Private
 Gas ☐ Surface **Asphalt**
 Water ☒ Maintenance: ☒ Public ☐ Private
 San. Sewer ☒ Storm Sewer ☐ Curb/Gutter
☐ Underground Elec. & Tel. ☒ Sidewalk ☒ Street Lights
 Topo **Level and even with the street**
 Size **Typical**
 Shape **Rectangular**
 View **Street**
 Drainage **Good**
 Is the property located in a HUD Identified Special Flood Hazard Area? ☐ No ☒ Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) **The site does not appear to have any soil stabilization problems with the sandy soil, no drainage problems, no adverse easements noted, no encroachments noted. The site is platted. It is located on NW 6th Street, a main east-west thoroughfare in this neighborhood, and NW 7th Terr, a corner site. It is near Broward Blvd and the downtown area with good transportation available.**

The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject; if a significant item in the comparable is inferior to, or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	401 NW 6th Street Ft. Lauderdale, FL	1720 N. Andrews Ave/ Ft. Lauderdale, FL	901 NW 7th Terrace Ft. Lauderdale, FL	1500 Block NW 6th Street Ft. Lauderdale, FL
Proximity to Subject		11 blocks north	3 blocks north	11 blocks west
Sales Price	\$ 11.00/SF	\$ 14.55	\$ 14.32	\$ 8.54
Price \$/Sq. Ft.	\$ 129,200	\$ 465,000	\$ 290,000	\$ 80,000
Data Source	Public records, inspection	ORB 39403-1057	ORB 39398-1633, et al	ORB 38715-928
Date of Sale and				
Time Adjustment				
Location	Urban	Urban	Urban	Urban
Site/View	11,745/Street	31,962 SF	20,250 SF	9,360 SF
Zoning	CB	B-3	B-3	CB
Size	Typical	typical	typical	typical
Topography	Level	Level	Level	Level
Frontage	NW 6th St / NW 4 Ave	Andrews Ave	150' NW 7th Tr, 135' 9	90 ft on NW 6th St
Sales or Financing		None reported	None reported	\$52,000 Mgt @ 12% private
Concessions				
Net Adj. (Total)		Plus <input checked="" type="checkbox"/> Minus <input type="checkbox"/> \$ -3	Plus <input checked="" type="checkbox"/> Minus <input type="checkbox"/> \$ -3	Plus <input checked="" type="checkbox"/> Minus <input type="checkbox"/> \$ 2
Indicated Value of Subject		\$ 11.55	\$ 11.32	\$ 10.54

Comments on Market Data: **No corner or recent sales of commercial land could be found in the very immediate subject neighborhood, the sales search was expanded northeast to N Andrews Ave. (1700 Block), NW 7th Terrace (900 Block) and 1500 Block of NW 6th St., all south of Sunrise Blvd. except Sale No. 1 and north of Broward Blvd. Location of Sales No. 1 and 2 is rated superior, No. 3 inferior.**
 Comments and Conditions of Appraisal:

No other conditions than contained in the enclosed limiting conditions.

Final Reconciliation: **ADDENDUM 11,745 SF x \$11.00/SF = \$129,195, rounded to \$129,200.**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF **July 1, 2005** to be \$ **129,200**

Appraiser(s) **Henry R. Bondarenko, MAI**

Review Appraiser (If applicable)

☐ Did ☐ Did Not Physically Inspect Property

Date Report Signed **July 5, 2005**

Date Report Signed

State Certification # **State Cert. Gen. REA # 0000508**

State Certification # **This is a complete summary report.**

or State License #

State or State License #

EXHIBIT D

EXHIBIT E

CITY OF FORT LAUDERDALE/COMMUNITY REDEVELOPMENT AGENCY INCENTIVE PROGRAMS SUMMARY

The CRA has various established the following incentive programs to assist in redevelopment in the CRA and is provided for informational purposes only. It is not a solicitation for the proposer to recommend use of any of the proposed incentive programs and should not be relied upon for the project proposal. Each incentive is decided on a case-by-case basis depending on eligibility and approval of the CRA Board. More detailed information on these programs including applications (as applicable) are available in the Technical Information Package to this RFP.

REDA (Real Estate Development Accelerator)

A performance-based tax incentive is a phased-in program that provides tax rebates for projects over \$5 million dollars in cost. Costs that may be covered include, land cost mark down, assembly assistance, development costs, relocation assistance, demolition and site preparation and infrastructure improvements. Funding is dependant upon availability of funds and CRA priorities.

Midtown Investment Program

Commercial and mixed-use projects on Sistrunk Boulevard costing up to \$5 million may be eligible for funds through this program. Projects must meet the objectives of the CRA and be financially viable. Funding contingent upon projects meeting eligibility criteria and availability of funds.

Business Relocation and Incentive Program

This relocation and incentive program assists the CRA Board in supporting projects that include such activities as tenant relocation, replacement, or attraction and property acquisition. Property owners can apply for a maximum of 10% of the project's cost on a flat incentive basis and prove that conventional financing is not feasible. Funding is contingent upon projects meeting eligibility requirements and availability of funds.

Housing Investment Program

Developers of residential projects investing up to \$5 million may be eligible for this incentive. For sale units, followed by rental units, both with affordable components will be given preference. Funding contingent upon projects meeting eligibility criteria and availability of funds.

Low Interest Loan Program

The CRA may subsidize 50% of the interest only on the principal amount of loans obtained for major rehabilitation or construction projects located within the CRA district in priority areas. The grant is based upon prime rate and no points or closing costs are charged. The maximum loan amount obtained by the developer for this program is \$350,000.

Note: This program is not a loan from the Agency, rather a grant that subsidizes interest payments on a loan received from a lending institution by the proposer/developer.

ENTERPRISE ZONE INCENTIVES

The following incentives are available to eligible businesses with the Fort Lauderdale Enterprise Zone in which the NPF CRA is located.

Jobs Tax Credit

Allows businesses located in an enterprise zone a credit for wages paid to new employees who have been employed by a business for at least 3 months and are residents of a Florida enterprise zone (or are WAGES Program participants). The credit may be on either corporate income taxes or against monthly sales and use tax. The incentives provide a credit of 10% (if less than 20% of the employees qualify) or 15% (if more than 20% of the employees qualify or are WAGES participants) of wages paid to new employees who are residents of a Florida enterprise zone and earn \$1,500 or less per month. A 5% credit of the first \$1,500 of monthly wages may be credited for employees earning in excess of \$1,500 per month but who otherwise qualify. Other restrictions apply.

Corporate Tax Credit

New or expanding businesses located in an enterprise zone are allowed a credit on Florida corporate income tax equal to 96% of ad valorem taxes paid on the new or improved property (the assessment rate varies by

county). The credit can be claimed for five years, up to a maximum of \$50,000 annually, if 20% or more employees are enterprise zone residents; otherwise the credit is limited to \$25,000.

Sales Tax Refund for Business Machinery & Equipment

A refund is available for 97% of the sales tax paid on the purchase of certain business property, (e.g. tangible personal property such as office equipment, warehouse equipment, and some industrial machinery and equipment), which is used exclusively in an enterprise zone for at least three years. Restrictions apply.

Sales Tax Refund for Building Materials

A refund is available for 97% of the sales tax paid on the purchase of building materials used to rehabilitate real property located in an enterprise zone. There is maximum limit of \$5000 per parcel if 20% or less of the permanent full-time employees reside in the enterprise zone or \$10,000 if more than 20% of the employees reside in the enterprise zone.

Urban Jobs Tax Credit

A new or expanding business in the enterprise zone may receive a \$1,000 tax credit per employee. Firms must be one of the targeted industries and meet minimum hiring numbers.

BUSINESS DEVELOPMENT INCENTIVES

Business may be eligible for the following incentive offered by the State of Florida:

Qualified Target Industry Tax Refund Program (QTI)

QTI is a tool available to Florida communities to encourage quality job growth in targeted high value-added businesses. The program provides tax refunds to pre- approved applicants of up to \$7,500 per new job created in an enterprise zone. New or expanding businesses in selected targeted industries or corporate headquarters are eligible. Twenty percent of the approved amount comes from a match from Broward County and the City of Fort Lauderdale and are subject to approval by the two local commissions. The Broward Alliance will assist qualified businesses with their applications for this incentive.

Quick Response Training

Quick Response Training is a key incentive program administered in Jobs & Education partnership, Enterprise Florida's Workforce Development affiliate. It offers a training grant for customized employee training for up to 18 months. Maximum of \$1,200 per qualified trainee provided to third party training provider. Restrictions apply.

EXHIBIT F

TERMS AND CONDITIONS:

The following general terms and conditions shall apply to both competitive proposals submitted in response to this RFP and to the negotiation and award to the designated proposer(s) of the Development Agreement.

1. The CRA reserves the right to designate any public body, agency, group, or authority to act on their behalf. Further, the CRA reserves the right to designate or redesignate any public body, agency, group, or authority to act on their behalf for contract administration of this project at any time during the contract.
2. The CRA reserves the right to accept or reject any and all proposals, either in whole or in part with or without cause, waive any technicalities or irregularities of any proposals, cancel this request for proposals, and to make the award in the best interest of the CRA, subject to CRA Board approval.
3. The CRA reserves the right to request Proposers to combine proposals in order to accomplish an overall plan of development in the best interest of the CRA, as a condition of the selection of any proposals.
4. The CRA reserves the right to request any additional information, if needed, from any and all Proposers. The Proposers shall provide presentations as may be requested by the CRA.
5. The Proposer acknowledges and understands that Section 119.01 Florida Statutes, (The Public Records Law), provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by CRA in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon Receipt. However, certain exceptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the records submitted should be exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CRA will treat all materials received as public records.
6. All proposals are subject to all applicable laws and regulations governing the use and development of land.
7. No Proposer shall assign its proposal or any rights or obligations thereunder without the prior written consent of the CRA.
8. The Proposer shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes required to comply with all

- local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this proposal.
9. It is understood that the selection of a Proposer(s) by the CRA will in no way obligate the CRA to enter into contracts or agreements based upon or in furtherance of the proposal selected. The CRA shall not be liable for any expenditures or costs incurred by any person, corporation, individual entity or Proposer in response to this request for proposals or any amendment, addendum or alternative thereof or in connection with any actions or undertakings by any Proposer whether the selected Proposer or otherwise prior to or subsequent to the selection of a Proposer by the CRA.
 10. The Proposer affirms that it is of lawful age and that no other person, firm or corporation has any interest in this proposal or the agreement proposed to be entered into.
 11. The Proposer may submit joint proposals at any time up to the required due date of the Request for Proposal. The proposal must be submitted without collusion or fraud.
 12. The Proposer affirms that it is not in arrears to the CRA upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the CRA
 13. The Proposer acknowledges and understands that it is the desire of the CRA to increase the participation of small minority and women owned business enterprises in its procurements. While the CRA does not have any preferences or set aside programs in place, it is committed to a policy of equitable participation for these firms.
 14. The Proposer acknowledges and understands that Sections 287.132 and 287.133, Florida Statutes (The Public Entity Crimes Act), requires, effective July 1, 1989, that no public entity shall enter into a contract, award any bid, or transact any business in excess of \$3,500.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a contract to provide goods or services to a public entity, a person shall file a sworn statement with the Purchasing Division on Form 7068. Prior to or in conjunction with the award and execution of a Development Agreement, the CRA must have a completed form on file from the successful Proposer(s).
 15. The CRA Board intends to enter into a Development Agreement with the top ranked Proposer and to carry those negotiations to a successful conclusion in a timely manner. Benchmarks will be negotiated with a top ranked Proposer. If, however, during the negotiation process: 1) a top ranked Proposer withdraws from negotiations; 2) a determination is made by the Executive Director of the CRA that the top ranked Proposer is unable to carry out negotiations in a timely manner; 3) a determination is made by the CRA Board that negotiations with the top ranked Proposer are at an impasse, then the Executive Director of the CRA may turn to the

next ranked Proposer (s) to negotiate a Development Agreement. The CRA reserves the right to extend or to shorten the time period for negotiations with the Proposer (s), for any reason or reasons determined at the sole discretion of and to be in the best interest of the CRA. Selection of a proposal for purposes of negotiation does not vest or give any right or priority to a Proposer to the Project and the Proposal may be rejected at any time prior to execution of an agreement between the CRA Board and the Proposer by the Executive Director of the CRA. The Proposer shall be solely responsible for any costs of the Proposer associated with the preparation of a proposal and the negotiation of an agreement, it being understood that proposals are submitted at the proposers risk.

16. Proposer acknowledges and understands that Section 163.380(2), Florida Statutes (The Community Redevelopment Act) requires that the CRA shall not sell, lease or otherwise transfer its real property or interest at less than fair value. The successful Proposer(s) acknowledges, that through negotiation, final selection and award of a Development Agreement that it shall provide the CRA with all pertinent data, analysis or method deemed necessary and appropriate by the CRA in determining the fair value of realty to be sold, leased, or otherwise transferred to the developer. Furthermore, the Property Disposition and Development Agreement shall specify the terms, conditions, and requirements for payment of any and all financial obligation of the successful Proposer(s) agreed upon and entered into with the CRA.
17. The successful Proposer(s) acknowledges and understands that any property the CRA now has or may require on behalf of the developer may be conveyed in "as is" condition, subject only to the terms and conditions for conveyance contained in the Development Agreement.
18. The successful Proposer(s) acknowledges that in entering into a Development Agreement with the CRA, that the developer shall be obligated to devote realty only for those land uses specified in the Development Agreement to be negotiated, and may not sell, lease, and/or transfer until those buildings and improvements specified to be constructed by Proposer in the Development Agreement are completed.
19. The successful Proposer(s) acknowledges that the redevelopment project is subject to all applicable federal, state, and local government laws and regulations, and to provisions and restrictions governing land use, site design and structure design as determined by the applicable governing entity or instrumentality having jurisdiction, and these provisions and restrictions shall be incorporated into a Development Agreement with the CRA. In addition, the CRA may require as set forth in a Development

Agreement, further protective covenants and restrictions to run with redevelopment land conveyed by the CRA in order to protect and preserve the integrity, environmental quality, and amenities of the development.

20. The successful Proposer(s) acknowledges that the Development Agreement, with the CRA, shall require the developer, for actions and events arising within its control and responsibility, to defend, indemnify and hold harmless the CRA from and against any and all losses, penalties, damages, settlements, costs, charges for other expenses or liabilities of every kind agreed to be performed by developer even in the event that the CRA may be held to be actively or passively negligent.
21. The successful Proposer(s) acknowledges that the Development Agreement with the CRA shall require the developer to provide appropriate Liability Insurance during the life of the Development Agreement, with limits satisfactory to the CRA.
22. The Proposer has carefully read the provisions, terms and conditions of this Request for Proposals, and does hereby agree to be bound thereby.

EXHIBIT G

Sec. 47-6.20. Table of dimensional requirements. (Note A)

TABLE INSET:

		District			
Requirements		CB	B-1	B-2	B-3
Maximum height (ft.) Note B		150	150	150	150
Minimum lot size		None	None	None	None
Minimum lot width					
Maximum FAR		None	None	None	None
Minimum front yard (ft.)		5*	5*	5*	5*
Minimum corner yard (ft.)		5*	5*	5*	5*
Minimum side yard (ft.):					
	When contiguous to residential property	10	10	15	20
	All others	None	None	None	None, except when any portion of a structure is greater in height than 100 ft. that portion of the structure shall be set back an additional 1 ft. for each 1 ft. of building height over 100 ft.
Minimum rear yard (ft.):					
	When contiguous to residential property	15	15	20	25
	All others	None	None	None	None, except when any portion of a structure is greater in height than 100 ft. that portion of the structure shall be set back an additional 1 ft. for each 1 ft. of building height over 100 feet.

Note A: Dimensional regulations may be subject to additional requirements, see Section 47-23, Specific Location Requirements, and Section 47-25, Development Review Criteria.

Note B: East of the Intracoastal Waterway, height for all districts is limited to one hundred twenty (120) feet.

* Where the height of a building in a business zoning district exceeds nine (9) feet measured from the ground floor elevation, that portion of the building may extend into the front yard area.

(Ord. No. C-97-19, § 1(47-6.4), 6-18-97; Ord. No. C-04-10, § 3, 4-7-04)

Secs. 47-6.21--47-6.29. Reserved.

EXHIBIT H

PROPOSAL SIGNATURE PAGE --

TO: The Fort Lauderdale Community Redevelopment Agency (CRA)

The below signed hereby agrees to all terms, instructions, specifications, addenda, legal advertisement, and conditions contained in the RFP and fully understands what is required. By submitting this Development Proposal, if approved by the CRA, I agree to negotiate a development agreement with the CRA in accordance with the RFP requirements and selection process. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name (printed) _____ Title: _____

Company: (Legal Registered) _____

(PROPOSER, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

E-Mail: _____

Signature: _____ Date: _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following Addenda have been received and are included in his proposal:

Addendum

Date Issued

VARIANCES: State any variances to requirements, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of the RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____